

NOTC

MICHAEL M. EDWARDS, ESQ.

Nevada Bar No. 6281

NICHOLAS HAMILTON, ESQ.

Nevada Bar No. 10893

Wolfenzon Rolle Edwards

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Las Vegas, Nevada 89119

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nhamilton@wolfenzon.com

Attorneys for Defendant, Winnebago

Industries, Inc.

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

JUDY NEWBY, an Individual, CONLEY
NEWBY, an Individual,

Plaintiffs,

vs.

WINNEBAGO INDUSTRIES, INC., a Nevada
Foreign Corporation, DOES I-X; and ROE
BUSINESS ENTITIES I-X.

Defendant.

CASE NO.:

NOTICE OF REMOVAL OF ACTION
TO FEDERAL COURT UNDER 28
U.S.C. §1441(a) (FEDERAL
QUESTION)

TO: THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEVADA

Defendants WINNEBAGO INDUSTRIES, INC., (hereinafter "Defendant") by and through its counsel of record, WOLFENZON ROLLE EDWARDS, petitions this Court for the removal of the above-captioned action from the District Court of the State of Nevada in and for the County of Clark, in which it is currently pending, to the United States District Court for the District of Nevada at Las Vegas, pursuant to 28 USC §1441(a), et. seq.

As part of this petition, defendant/petitioner shows the Court the following:

1. Plaintiff commenced this matter in the Eighth Judicial District Court, Clark County, State of Nevada in Case No. A-15-727625-C by the filing of a complaint on November 12, 2015. A copy of the Plaintiff's Complaint setting forth his claims for relief is

attached hereto as **Exhibit "A."** Defendant Winnebago accepted service of Plaintiff's Complaint on December 10, 2015. A copy of Proof of Service and Summons attached hereto as **Exhibit "B."**

2. The Plaintiff seeks recovery under the Magnuson-Moss Warranty Act 15 U.S.C. §§ 2301 et seq. Courts need look no farther than the pleadings to determine the amount in controversy unless it is apparent from the face of the pleadings "to a legal certainty, that the plaintiff cannot recover the amount claimed."¹ This claim is sought in connection with the purchase of a Winnebago recreational vehicle, which the Plaintiff asserts to have a purchase price in excess of \$70,000.00.²

3. This action is therefore a civil action of which this Court has original jurisdiction under 28 U.S.C. Section 1331, and is one which may be removed to this Court by Defendant pursuant to the provisions of 28 U.S.C. Section 1441(a) in that it arises under 15 U.S.C. §§ 2301 et seq.

4. Based on foregoing, Defendant hereby remove this action now pending in the Clark County District Court as Case No.: A-727625-C, assigned to Department XXVIII.

DATED this 29 day of December, 2015.

WOLFENZON ROLLE EDWARDS



MICHAEL M. EDWARDS, ESQ.

Nevada Bar No. 6281

NICHOLAS HAMILTON, ESQ.

Nevada Bar No. 10893

6725 Via Austi Parkway, Suite 260

Las Vegas, Nevada 89119

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Attorneys for Defendant, Winnebago Industries, Inc.

¹ Kelly v. Fleetwood Enterprises, Inc., 377 F.3d 1034, 1037 (9th Cir. 2004)

² See Exhibit A, at paragraph 8.

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of WOLFENZON ROLLE EDWARDS, and that on this _____ day of December, 2015, I served a true and correct copy of the foregoing **NOTICE OF REMOVAL OF ACTION TO FEDERAL COURT UNDER 28 U.S.C. Section 1441(a) (FEDERAL QUESTION)** to all parties on file with the CM/ECF:

Scott A. Knight, Esq.
Nevada Bar No. 9083
2850 W. Horizon Ridge Pkwy.
Henderson, NV 89052
702-462-6083
Attorney for Plaintiffs

BY _____
An Employee of Wolfenzon Rolle Edwards

EXHIBIT A

DISTRICT COURT CIVIL COVER SHEET

Case No. 2015-00000000 County, Nevada
(assigned by Clerk's Office)

A-15-727625-C
 XXVIII

I. Party Information (provide both home and mailing addresses if different)

Plaintiff(s) (name/address/phone): Judy Newby and Corley Newby	Defendant(s) (name/address/phone): Winnebago Industries, Inc., a Nevada Foreign Corporation
Attorney (name/address/phone): Scott A. Knight, Esq. 2850 W. Horizon Ridge Pkwy. Henderson, NV 89052 (702) 462-6762	Attorney (name/address/phone):

II. Nature of Controversy (please select the one most applicable filing type below)**Civil Case Filing Types**

Real Property Landlord/Tenant <input type="checkbox"/> Unlawful Detainer <input type="checkbox"/> Other Landlord/Tenant Title to Property <input type="checkbox"/> Judicial Foreclosure <input type="checkbox"/> Other Title to Property Other Real Property <input type="checkbox"/> Condemnation/Eminent Domain <input type="checkbox"/> Other Real Property	Negligence <input type="checkbox"/> Auto <input type="checkbox"/> Premises Liability <input type="checkbox"/> Other Negligence Malpractice <input type="checkbox"/> Medical/Dental <input type="checkbox"/> Legal <input type="checkbox"/> Accounting <input type="checkbox"/> Other Malpractice	Torts Other Torts <input type="checkbox"/> Product Liability <input type="checkbox"/> Intentional Misconduct <input type="checkbox"/> Employment Tort <input type="checkbox"/> Insurance Tort <input type="checkbox"/> Other Tort
Probate Probate (select case type and estate value) <input type="checkbox"/> Summary Administration <input type="checkbox"/> General Administration <input type="checkbox"/> Special Administration <input type="checkbox"/> Set Aside <input type="checkbox"/> Trust/Conservatorship <input type="checkbox"/> Other Probate Estate Value <input type="checkbox"/> Over \$200,000 <input type="checkbox"/> Between \$100,000 and \$200,000 <input type="checkbox"/> Under \$100,000 or Unknown <input type="checkbox"/> Under \$2,500	Construction Defect & Contract Construction Defect <input type="checkbox"/> Chapter 40 <input type="checkbox"/> Other Construction Defect Contract Case <input type="checkbox"/> Uniform Commercial Code <input type="checkbox"/> Building and Construction <input type="checkbox"/> Insurance Carrier <input type="checkbox"/> Commercial Instrument <input type="checkbox"/> Collection of Accounts <input type="checkbox"/> Employment Contract <input checked="" type="checkbox"/> Other Contract	Judicial Review/Appeal Judicial Review <input type="checkbox"/> Foreclosure Mediation Case <input type="checkbox"/> Petition to Seal Records <input type="checkbox"/> Mental Competency Nevada State Agency Appeal <input type="checkbox"/> Department of Motor Vehicle <input type="checkbox"/> Worker's Compensation <input type="checkbox"/> Other Nevada State Agency Appeal Other <input type="checkbox"/> Appeal from Lower Court <input type="checkbox"/> Other Judicial Review/Appeal
Civil Writ <input type="checkbox"/> Writ of Habeas Corpus <input type="checkbox"/> Writ of Mandamus <input type="checkbox"/> Writ of Quo Warrant <input type="checkbox"/> Writ of Prohibition <input type="checkbox"/> Other Civil Writ	Other Civil Filing <input type="checkbox"/> Compromise of Minor's Claim <input type="checkbox"/> Foreign Judgment <input type="checkbox"/> Other Civil Matters	

Business Court filings should be filed using the Business Court civil coversheet.

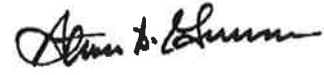
11/12/15

Date

Signature of initiating party or representative

See other side for family-related case filings.

Electronically Filed
11/12/2015 04:25:34 PM



CLERK OF THE COURT

1 COMP
2 KNIGHT LAW
3 Scott A. Knight, Esq.
4 Nevada Bar No. 9083
5 2850 W. Horizon Ridge Pkwy., Ste. 200
6 Henderson, Nevada 89052
7 Telephone: (702) 462-6083
8 Facsimile: (702) 462-6084
9 Email: scott@KnightLawNV.com
10 Attorney for Plaintiffs Conley and Judy Newby

11 DISTRICT COURT
12 CLARK COUNTY, NEVADA

13 JUDY NEWBY, an Individual; CONLEY
14 NEWBY, an Individual,

15 Plaintiffs,

Case No.: A-15-727625-C
Dept. No.: XXVIII

16 vs.

17 WINNEBAGO INDUSTRIES, INC., a Nevada
18 Foreign Corporation, DOES I-X; and ROE
19 BUSINESS ENTITIES I-X.

Exempt from Arbitration: Amount in
Controversy Exceeds \$50,000

20 Winnebago.

21 COMPLAINT

22 Plaintiffs Judy Newby and Conley Newby (collectively "the Newby Family"), by and
23 through their attorney, KNIGHT LAW, hereby file this Complaint and allege as follows:

24 PARTIES

25 1. Judy Newby is, and was at all times relevant hereto herein, an individual residing
26 in Clark County, Nevada.

27 2. Conley Newby is, and was at all times relevant hereto herein, an individual residing
28 in Clark County, Nevada.

3. Upon information and belief, Winnebago Industries, Inc. ("Winnebago"), is, and
was at all times relevant hereto herein, a foreign corporation authorized to do business in Nevada.

4. The true names and capacities, whether individual, corporate, associate, or
otherwise of the Defendants named herein as DOES I-X, inclusive, and ROE BUSINESS
ENTITIES I-X, inclusive, are unknown to the Newby Family at this time, and therefore the Newby

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1 Family sues said Defendants by fictitious names and will ask leave of the Court to amend this
 2 Complaint to reflect the true names and capacities of such Defendants when the same are
 3 ascertained. The same Defendants are sued as principals and/or agents, servants, attorneys, and
 4 employees of said principals, and all the acts performed by them were in the course and scope of
 5 their authority and employment. The Newby Family is informed and believes and thereupon
 6 alleges that each of said Defendants is legally responsible in some manner for the events and
 7 happenings referred to herein, and directly and proximately caused the damages and injuries to the
 8 Newby Family alleged including, but not limited to, the breach of warranty, and/or breach of the
 9 implied covenant of good faith and fair dealing, and/or violation of the Magnuson Moss Warranty
 10 Act, and/or violation of the Nevada Deceptive Trade Practices Act and/or the Arizona Consumer
 11 Fraud Act.

JURISDICTION AND VENUE

12
 13 5. Jurisdiction and venue are properly set in the Eighth Judicial District of Nevada
 14 because the warranty was breached in this District and the acts and transactions giving rise to this
 15 Complaint occurred within Clark County and elsewhere in Nevada.

PRELIMINARY STATEMENT

16
 17 6. This case involves a defective recreational vehicle that was out of service over 100
 18 days in the first year of its ownership and had at least 2 dozen defects and was in the repair shop
 19 at least 7 times during that first eight months of ownership for warranty-covered repair and service
 20 attempts.

PURCHASE OF THE WINNEBAGO

21
 22 7. Judy Newby and Conley Newby are each a consumer and a buyer within the
 23 meaning of applicable laws.

24 8. On or about April 2014, the Newby Family purchased a Winnebago Minnie Winnie
 25 "class C" recreational vehicle costing over them \$70,000.00 ("Vehicle").

26 9. The Newby Family performed all obligations, conditions precedent and conditions
 27 subsequent with respect to the purchase of the Vehicle.

28 ...

WINNEBAGO'S MATERIAL BREACH OF THE AGREEMENT AND GUARANTEE

10. Winnebago is a corporation doing business in Nevada, Arizona and elsewhere, and is a supplier and merchant and the warrantor of the Vehicle.

11. On information and belief, La Mesa RV Center performed factory authorized repairs and/or services on the subject RV and was paid by Winnebago to do so and as a result, Winnebago ratified the acts and omissions of La Mesa RV Center.

12. La Mesa RV Center was the actual and/or implied agent of Winnebago during the dealings which La Mesa RV Center had with the Newby Family.

13. At all times relevant hereto, La Mesa RV Center was a supplier and merchant and an authorized repair and/or services and/or warranty representative of Winnebago.

14. On information and belief, Findlay RV performed factory authorized repairs and/or services on the Vehicle and was paid by Winnebago to do so and as a result, Winnebago ratified the acts and omissions of Findlay RV.

15. Findlay RV was the actual and/or implied agent of Winnebago during the dealings which Findlay RV had with the Newby Family regarding the Vehicle.

16. At all times relevant hereto, Findlay RV was a supplier and merchant and an authorized repair and/or services and/or warranty representative of Winnebago.

17. The Vehicle sold to the Newby Family was and is defective and has failed to perform properly for its intended purpose.

18. Although Winnebago warranted the Vehicle, it has failed and/or refused to repair the Vehicle within a reasonable number of chances and/or a reasonable amount of time, and which warranty Winnebago breached.

19. Defects still exist with the Vehicle today.

FIRST CAUSE OF ACTION

(Breach of Warranty and/or Contract)

20. The Newby Family repeats and realleges each and every allegation contained above and incorporates the same herein by reference.

21. This claim is for breach of warranty and/or the parties' agreement by Winnebago.

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1 22. The Newby Family satisfied all conditions precedent under the terms of the
2 Winnebago's warranties.

3 23. As a result of the above and the allegations below, among other things, Winnebago
4 breached its warranties to the injury and damage of the Newby Family and in conjunction therewith
5 committed one or more unfair and/or deceptive acts upon the Newby Family.

6 24. In April 2014, the parties entered into a consumer transaction, in that the Newby
7 Family agreed to purchase a certain 2014 Winnebago RV from La Mesa RV Center, namely the
8 Vehicle, the dealer agreed to sell it to the Newby Family, and as part of the deal Winnebago agreed
9 to warrant the Vehicle to be free from defects and malfunctions.

10 25. The Vehicle is believed to bear vehicle identification number 1FDXE 4FS 7DDB
11 27032.

12 26. The Newby Family purchased the Vehicle in reliance on the existence of warranties
13 from Winnebago and on advertising representations of Winnebago.

14 27. After purchasing the Vehicle, the Newby Family discovered it did not conform to
15 the representations of Winnebago in as much as it developed continuing malfunctions, defects and
16 problems and that was unfair and/or deceptive to the Newby Family.

17 28. Although the Newby Family gave Winnebago and its authorized repair facilities a
18 reasonable opportunity, a reasonable amount of time, and a reasonable number of chances to
19 comply with the warranty obligation of Winnebago, Winnebago and/or its authorized
20 representatives failed to do so, and such conduct constitutes a material breach of the warranty
21 and/or agreement.

22 29. Because of the warranty-covered defects and the other problems and malfunctions
23 in the Vehicle, the Newby Family notified Winnebago and/or one or more of its authorized
24 servicing and repairing dealer's and/or agents of the numerous defects and delivered the Vehicle
25 into the possession of Winnebago and/or one or more of its authorized servicing dealers at their
26 cost and/or expense beginning shortly after the purchase and repeatedly thereafter in 2014 and
27 2015.

28 ...

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1 30. After being in the repair shop multiple times and accumulating two dozen or more
2 defects and experiencing stalling and delaying and a runaround from Winnebago and/or its
3 authorized repair facilities and/or dealers, the Newby Family no longer has any confidence in the
4 reliability of the Vehicle or the ability of the Winnebago to live up to its warranties, such warranties
5 having failed in their essential purpose.

6 31. In addition, any limitations contained within the warranties are null and void and
7 without consideration, and the Newby Family are entitled to all applicable legal and equitable
8 remedies in law.

9 32. Through its advertising and otherwise, Winnebago represented the Vehicle was
10 designed and built for the purpose for which the Vehicle was designed and the Vehicle would be
11 and is safe and suitable for its intended and designed use, reliably operable for private use and/or
12 transportation.

13 33. The Newby Family purchased the Vehicle in reliance upon the belief that
14 Winnebago possessed a high degree of manufacturing, design, construction, and assembly skill
15 and judgment, but based on the Vehicle they ended up with, the Newby Family believe this turned
16 out not to be true.

17 34. Through its advertising and otherwise, Winnebago represented that the RVs which
18 it designed and built such as the Vehicle were of merchantable quality, fit and in proper condition
19 for the ordinary use for which such RVs are designed, intended and used, and the Newby Family
20 relied on such, but based on the RV they ended up with, the Newby Family believe this turned out
21 not to be true either.

22 35. The malfunctions and problems and defects in the Vehicle severely and
23 substantially impaired its use and/or safety and/or value to the Newby Family, which was and is
24 unfair and/or deceptive to the Newby Family.

25 36. The failure by the Winnebago to timely and properly fix all of the Vehicle's defects
26 has caused the Newby Family to lose confidence in the reliability of the Vehicle and in the ability
27 of Winnebago and its authorized repairing and servicing agents to fix the Vehicle's defects,
28 ...

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1 problems and malfunctions once and for all time, which was and is unfair and/or deceptive to the
2 Newby Family.

3 37. The Newby family provided Winnebago and/or its agents with a reasonable number
4 of opportunities to repair the Vehicle but they have each neglected, failed, refused or otherwise
5 been unable to do so within a reasonable amount of time and within a reasonable number of
6 attempts.

7 38. As a result of the above and below, Winnebago breached its express and/or implied
8 warranties, committed one or more unfair and/or deceptive acts which remain uncured.

9 39. One or more of the defects and problems and malfunctions in the Vehicle were
10 covered under the terms of the warranties from the Winnebago, and the Winnebago failed to fully
11 repair the Vehicle, thereby diminishing the use and/or safety and/or value of the Vehicle, which
12 was and is unfair and/or deceptive to the Newby Family.

13 40. Winnebago and/or one or more of its agents had notice of the breaches of the
14 warranties and the defective condition of the Vehicle within a reasonable time.

15 41. Winnebago included in its primary written warranty one or more unfair and/or
16 deceptive terms that were one-sided and/or unfair and/or unconscionable to the Newby Family and
17 Winnebago knew or should have known of the same.

18 42. The primary written warranty terms of from Winnebago failed to comply with the
19 requirements of the Magnuson Moss Warranty Act, which was and is unfair and/or deceptive to
20 the Newby Family.

21 43. The Newby Family suffered and shall continue to suffer actual, incidental,
22 consequential, and other damages as a direct and proximate result of the inability or other failure
23 of Winnebago and its agents to repair and/or replace the Vehicle and/or refund its price and cost,
24 which was and is unfair and/or deceptive to the Newby Family.

25 44. It has become necessary for the Newby Family to engage the services of an attorney
26 to prosecute this action, and therefore, the Newby Family are entitled to costs and attorney fees as
27 general and special damages.

28 ...

SECOND CAUSE OF ACTION

(Breach of Implied Covenant of Good Faith and Fair Dealing)

45. The Newby Family repeats and realleges each and every allegation contained above and incorporates the same herein by reference.

46. Each and every contract in the State of Nevada carries an implied covenant of good faith and fair dealing.

47. Winnebago entered into a contract and agreement with La Mesa RV Center regarding the Vehicle and in doing so offered to sell the Vehicle to La Mesa RV Center at a wholesale cost, and as part of the deal, to provide its warranties upon the Vehicle to La Mesa RV Center for the purpose of transferring said warranties to the first retail purchaser of the Vehicle from La Mesa RV Center and the consideration for the agreement was a certain price which La Mesa RV Center would pay to Winnebago.

48. In making its offer to La Mesa RV Center, Winnebago intended, knew and/or should have known a consumer purchaser would acquire the Vehicle from La Mesa RV Center and that part of the consideration for that purchase would be the provision to the consumer purchaser of the warranties from Winnebago as part of the purchase transaction itself.

49. Subsequently, La Mesa RV Center offered to sell the Vehicle to the Newby Family if the Newby Family would agree to pay and agreed upon price for the Vehicle and if La Mesa RV Center would provide to the Newby Family the warranties covering the Vehicle, which were offered and provided by Winnebago.

50. The Newby Family agreed to purchase the Vehicle with the warranties from Winnebago, being a term of the purchase agreement between them and La Mesa RV Center.

51. As such, Winnebago had a duty to deal with the Newby Family in good faith.

52. As a direct and proximate result of Winnebago's failure to deal with the Newby Family in good faith, the Newby Family has suffered damages in an amount exceeding \$10,000.00.

53. It has become necessary for the Newby Family to engage the services of an attorney to prosecute this action, and therefore, the Newby Family is entitled to costs and attorney fees as general and special damages.

THIRD CAUSE OF ACTION

(Magnuson Moss Warranty Act)

54. The Newby Family repeats and realleges each and every allegation contained above and incorporates the same herein by reference.

55. Winnebago has breached its express and/or implied warranties without legal excuse and/or otherwise failed to comply with its obligations under the Warranty Act, which was and is unfair and/or deceptive to the Newby Family.

56. As a result of the above, among other things, the Winnebago is in violation of the Warranty Act and such violations are the direct and proximate cause of economic and/or other harm and injury to the Newby Family.

57. As a direct and proximate result of Winnebago's actions, the Newby Family has suffered damages in an amount exceeding \$10,000.00.

58. It has become necessary for the Newby Family to engage the services of an attorney to prosecute this action, and therefore, the Newby Family is entitled to costs and attorney fees as general and special damages.

FOURTH CAUSE OF ACTION

(Nevada and/or Arizona Udap Statutes)

59. The Newby Family repeats and realleges each and every allegation contained above and incorporates the same herein by reference.

60. As a result of the above, among other things, one or more unfair and/or deceptive and/or unconscionable acts or practices were committed by Winnebago to the legal injury of the Newby Family and which also remain uncured.

61. Such acts or practices include: breach of express and/or implied warranties, violation of the Magnuson Moss Warranty Act, violation of applicable state Udap and/or other consumer protection statutes, representing that the subject of a consumer transaction has performance, characteristics, accessories, uses and/or benefits it does not have which the supplier knows or should reasonably know it does not have, failing to remedy defects in a warranted vehicle within a reasonable number of attempts, failing to remedy defects in a warranted vehicle within a

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1 reasonable amount of time, failing to honor a request to take the vehicle back and/or rescind and/or
 2 cancel the sale in a warranty transaction, failing to honor a request to take the vehicle back and/or
 3 rescind and/or cancel the transaction within a reasonable amount of time, including one or more
 4 unfair and/or deceptive and/or unconscionable and/or unreasonable terms under any written
 5 warranty document, stalling and/or delaying the performance of a legal obligation, representing
 6 that defects have been repaired when in fact they were not, and representing that the merchant
 7 and/or supplier is able to deliver and/or complete the subject of a consumer transaction within a
 8 stated period of time when the merchant and/or supplier knows and/or reasonably should know it
 9 could not.

10 62. As a direct and proximate result of Winnebago's actions, the Newby Family has
 11 suffered damages in an amount exceeding \$10,000.00.

12 63. It has become necessary for the Newby Family to engage the services of an attorney
 13 to prosecute this action, and therefore, the Newby Family is entitled to costs and attorney fees as
 14 general and special damages.

15 **WHEREFORE**, the Newby Family prays for relief as follows:

- 16 1. That each of Plaintiffs' claims be granted and awarded;
- 17 2. For general damages in excess of \$10,000.00;
- 18 3. For pre-judgment and post-judgment interest at the statutory rate;
- 19 4. For reasonable attorney fees as general and special damages;

20 ...

21 ...

22 ...

23 ...

24 ...

25 ...

26 ...

27 ...

28 ...

2850 W. Horizon Ridge Pkwy., Ste. 200

Henderson, Nevada 89052

Ph. {702} 462-6083 | Fax {702} 462-6084

Dated this 11 day of November, 2015.

KNIGHT LAW

By:

Scott A. Knight, Esq.

Nevada Bar No. 9083

2850 W. Horizon Ridge Pkwy

Henderson, Nevada 89052

Attorney for Plaintiffs Conley and Judy Newby

EXHIBIT B

12/10/15 1:20 PM

1 **SUMM**
 2 **KNIGHT LAW**
 3 Scott A. Knight, Esq.
 Nevada Bar No. 9083
 4 2850 W. Horizon Ridge Pkwy., Ste. 200
 Henderson, Nevada 89052
 Telephone: (702) 462-6083
 Facsimile: (702) 462-6084
 5 Email: scott@KnightLawNV.com
 Attorney for Plaintiffs

DISTRICT COURT**CLARK COUNTY, NEVADA**

8 JUDY NEWBY, an Individual; CONLEY
 9 NEWBY, an Individual,

10 Plaintiffs,

11 vs.

12 WINNEBAGO INDUSTRIES, INC., a Nevada
 13 Foreign Corporation,

14 Defendant.

Case No.: A-15-727625-C

Dept. No.: XXVIII

Exempt from Arbitration: Amount in
 Controversy Exceeds \$50,000

SUMMONS - CIVIL**WINNEBAGO INDUSTRIES, INC.**

17 **NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU**
 18 **WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 20 DAYS. READ**
 19 **THE INFORMATION BELOW.**

20 **TO THE DEFENDANT: WINNEBAGO INDUSTRIES, INC. ✓**

21 A civil Complaint has been filed by the Plaintiff(s) against you for the relief set forth in the
 22 Complaint.

23 1. If you intend to defend this lawsuit, within 20 days after this Summons is served
 24 on you, exclusive of the day of service, you must do the following:

25 (a) File with the Clerk of this Court, whose address is shown below, a formal
 26 written response to the Complaint in accordance with the rules of the Court, with the
 27 appropriate filing fee.
 28

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Henderson, Nevada 89052

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(b) Serve a copy of your response upon the attorney whose name and address is shown below.

2. Unless you respond, your default will be entered upon application of the Plaintiff(s) and failure to so respond will result in a judgment of default against you for the relief demanded in the Complaint, which could result in the taking of money or property or other relief requested in the Complaint.


3. If you intend to seek the advice of an attorney in this matter, you should do so promptly so that your response may be filed on time.

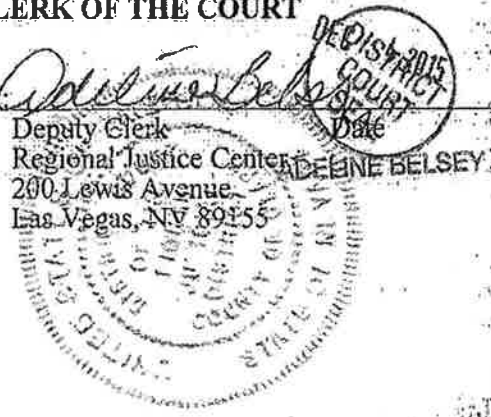
4. The State of Nevada, its political subdivisions, agencies, officers, employees, board members, commission members and legislators each have 45 days after service of this Summons within which to file an Answer or other responsive pleading to the Complaint.

Submitted by:
KNIGHT LAW


Scott A. Knight, Esq.
Nevada Bar No. 9083
2850 W. Horizon Ridge Pkwy
Henderson, Nevada 89052
Attorneys for Plaintiff

CLERK OF THE COURT

By: 
Deputy Clerk
Regional Justice Center
200 Lewis Avenue
Las Vegas, NV 89155



KNIGHT LAW
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Henderson, Nevada 89052
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**Service of Process
Transmittal**

12/10/2015

CT Log Number 528300822

TO: Scott Folkers
Winnebago Industries, Inc.
605 W Crystal Lake Rd
Forest City, IA 50436-2316

RE: Process Served in Nevada

FOR: Winnebago Industries, Inc. (Domestic State: IA)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION: Judy Newby, etc. and Conley Newby, etc., Pltfs. vs. Winnebago Industries, Inc., etc., et al., Dfts.

DOCUMENT(S) SERVED: Summons, Cover Sheet, Complaint,

COURT/AGENCY: Clark County District Court, NV
Case # A15727625C

NATURE OF ACTION: Product Liability Litigation - Personal Injury - 2014 Winnebago RV

ON WHOM PROCESS WAS SERVED: The Corporation Trust Company of Nevada, Carson City, NV

DATE AND HOUR OF SERVICE: By Process Server on 12/10/2015 at 13:10

JURISDICTION SERVED : Nevada

APPEARANCE OR ANSWER DUE: Within 20 days after service, exclusive of day of service

ATTORNEY(S) / SENDER(S): Scott A. Knight
Knight Law
2850 W. Horizon Ridge Pkwy
Ste 200
Henderson, NV 89052
702-462-6083

ACTION ITEMS: SOP Papers with Transmittal, via Fed Ex 2 Day , 781912045761
Image SOP
Email Notification, Scott Folkers sfolkers@winnebagoind.com

SIGNED:
ADDRESS: The Corporation Trust Company of Nevada
701 S Carson St.
Suite 200
Carson City, NV 89701-5239
TELEPHONE: 314-863-5545